

### III. REMARKS

1. Claims 11-15 and 17-33 are not anticipated by Giboney et al. ("Giboney") under 35 U.S.C. §102(e).

Claim 11 recites, "a flexible printed-circuit segment connects said first printed circuit element to a second printed-circuit element" and that "one of said first and second-printed circuit elements is rigid." This is not disclosed or suggested by Giboney.

Giboney only discloses the use of a printed circuit that is either totally rigid or totally flexible. Giboney does not disclose or suggest a flexible printed circuit segment that connects a first printed circuit element to a second printed circuit element, where one of the printed circuit elements is rigid.

The printed circuit board of Giboney, referring to FIG. 7, and Col. 7, lines 4-43, is clearly a **one-piece element** and does not include segments and elements as claimed by Applicant. "The flexibility of the flexible printed circuit also enables the printed circuit board to wrap around the outward-facing surfaces 33 and 34 of the support elements 30 and 31 constituting the mechanical support." (Col. 7, lines 37-40). Significantly, Giboney states that "[a]lthough rigid circuit boards or circuit boards other than printed circuit boards can be used, the printed circuit board 25 is preferably a flexible printed circuit board" (Col. 7, lines 31-34)", it clearly indicates that the **overall printed circuit board** (i.e. portion 26, portion 27 and the portion linking portions 26 and 27) can be rigid. Giboney is a one-piece board.

Thus, Giboney merely suggests a rigid or a flexible circuit board. Giboney does not even remotely suggest a flexible printed-circuit segment connecting the first and second printed circuit element where one of the first and second printed circuit element is rigid.

Therefore, claims 11-15 and 17-33 are not anticipated by Giboney.

2. Claim 34 is not unpatentable over Giboney under 35 U.S.C. §103(a).

Claim 34 depends from claim 11 and should be allowable at least for that reason. Furthermore, Applicant disagrees with the Examiner's characterization that Giboney teaches a flexible printed circuit portion connecting first and second printed circuit element portions. Rather, what Giboney describes is a printed circuit board 25 that wraps around the outward facing surfaces 33 and 34 of support elements 30 and 31. (Col. 7, lines 31-40). There is no mention of any discontinuity here. Giboney is a one piece structure. The flexible printed circuit extends from the support element 30 to the support element 31 and conducts electrical signals between electrical connector 44 mounted on the portion 27 of the printed circuit board covering the surface 34 of the support element 31 to the electronic components electrically connected to the portion 26 of the printed circuit board covering the surface 33 of the support element 30. (Col. 7, lines 41-48). This is not the same as Applicant's invention.

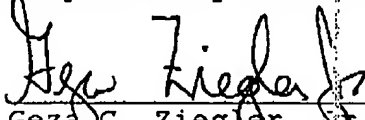
Claim 34 recites that the first and second printed elements are discontinuous segments. The portion 27 and portion 26 of the printed circuit board of Giboney are part of the same printed circuit board. This is clearly shown by surfaces 33 and 34 in

FIG. 7. There are no discontinuous segments in Giboney that can be joined together by a flexible printed circuit element as claimed by Applicant. Giboney only talks of "the flexible circuit board" and does not mention or teach first and second elements, flexible or rigid, that are connected by a flexible printed circuit segment. Thus, there is no motivation to modify Giboney in any way to achieve Applicant's invention.

For all of the foregoing reasons, it is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record, and are in proper form for allowance. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

The Commissioner is hereby authorized to charge payment for any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,

  
Geza C. Ziegler, Esq.  
Reg. No. 44,004  
Perman & Green, LLP  
425 Post Road  
Fairfield, CT 06824  
(203) 259-1800 Ext. 134  
Customer No.: 2512

31 MARCH 2004  
Date

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence is being transmitted by facsimile to (703) 872-9306 on the date indicated below.

Date: 3/31/04

Signature: 